

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA**

**IN RE: PELLA CORPORATION ARCHITECT : MDL Docket No. 2514  
AND DESIGNER SERIES WINDOWS : ALL CASES  
MARKETING, SALES PRACTICES AND :  
PRODUCTS LIABILITY LITIGATION :  
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**CASE MANAGEMENT ORDER NO. 6:**  
**(Sampling Protocol for Preservation of Windows)**

The following Order shall govern those actions transferred to this Court by the Judicial Panel on Multidistrict Litigation, pursuant to its Order of February 14, 2014, as well as all related actions originally filed in this Court or transferred or removed to this Court. This Order shall also govern the practice and procedure in any tag-along actions transferred to this Court by the Judicial Panel on Multidistrict Litigation pursuant to Rule 7.1 of the Rules of Procedure of that Panel subsequent to the filing of the final transfer Order by the Clerk of this Court and any related actions subsequently filed in this Court or otherwise transferred or removed to this Court.

1. Case Management Order Number 6 applies to Pella's Architectural and Designer Series windows.

2. This Order shall establish a sampling protocol for the collection and preservation of windows (including sashes and full units) that are removed from the homes of putative class members during warranty service under the terms set forth below.

3. The following shall be the terms of the sampling program:

a. **Location / Distributor:** Sampling will occur at the following Pella-owned distributor locations:

- i. Chicago, IL
- ii. Los Angeles, CA
- iii. Detroit, MI

- iv. Rockford, IL
- v. Dallas, TX

b. **Time Period:**

- i. Sampling will occur over a three-month sampling collection period, starting April 1, 2015.
- ii. After the examination and review of the samples (as described below) collected during the sampling time period, the parties shall evaluate the volume of the samples collected and examined and shall meet and confer about any need for additional sampling. If any party seeks additional sampling and the parties are unable to work out an agreed extension to the sampling protocol, any party may move the Court to require the collection of additional samples.

c. **What is to be collected:** Sampling collection will include all full window units and all sashes that are removed as part of warranty service only for problem types of water infiltration and wood deterioration.

d. **Preservation and Transportation:** Samples will be preserved and transported in a manner to (1) reasonably preserve the window units and sashes; and (2) reasonably provide for safe handling and transport of the units and sashes, including the use of bubble wrap or other materials as required.

e. **Storage:** Pella will secure warehouse facilities at or near the designated distributor locations to store the collected samples.

f. **Examination / Review:** The parties will mutually agree to select a day or days (within 60 days from the end of the collection period) when both parties can review the collected samples at the same time in each location. After

that time if either party wishes to request access to a subset of samples for destructive testing or destructive examination, that requests for such examination and testing be negotiated at that time.

g. **Costs.** Pella shall bear the cost of collection, transportation and storage of the samples up until the day of the mutual examination and review by experts, and for an additional 30 days thereafter. If any party wishes to retain the samples after the date of mutual examination and review, that party shall arrange for and bear the costs of storage. If any party seeks the collection of additional samples beyond the collection period provided herein, that party shall propose in a motion to the Court how the cost of additional collections will be addressed, and the assignment of costs to Pella for the sampling protocol described herein shall neither create the presumption that additional sampling will be allowed nor control the assignment of costs for additional collections of samples.

4. With respect to windows from any Named Plaintiffs home:
  - a. Pella shall inform its third party field service vendors (including Pella's Suppliers and Distributors when acting in a field/customer service, claim, or warranty role relating to the Pella windows) of the existence of this Order and request that such third party service vendor maintain possession of any windows removed from any Named Plaintiffs home.
  - b. Any windows from any Named Plaintiffs home that are in the possession, custody, or control of any Party or their lawyers or experts, the Party or their

lawyers or experts shall maintain the windows in a secure environment. The Party's counsel shall notify all parties of the existence of any such windows.

**AND IT IS SO ORDERED.**



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**DAVID C. NORTON**  
**UNITED STATES DISTRICT JUDGE**

**March 12, 2015**  
**Charleston, South Carolina**